


# EXHIBIT F

Customer Information Requests - CIR	
Request No	1458/2021
Request Date	20/04/2021
Name(ARB)	
Name(ENG)	ACA Capital Group
Nationality	Please Select ▼
Passport or ID	
DOB/Dt.Of Establishment	
Account No.	
Txn Period	From : 00/00/0000 To : 00/00/0000
Attachments	RFI FAB.pdf ,
<a href="#">Message from CBUAE - Hide/Show</a>	


نموذج التوقيعات

Account Title \_\_\_\_\_


A/C No. 272 120 1996490 015 /26/-371

Signature requirements ☒ Singly ☐ Jointly ☐ Power of Attorney ☐ Others \_\_\_\_\_1  



Customer Name

2  


Customer Name

3  


Customer Name

4  


Customer Name

Scanned by  FGC5830 Date \_\_\_\_\_Approved by \_\_\_\_\_  
Image No. 17282 02484 /485/486Signature requirements \_\_\_\_\_  
\_\_\_\_\_  
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Updated by \_\_\_\_\_ Authorised by \_\_\_\_\_ Date \_\_\_\_\_

Deleted by \_\_\_\_\_ Authorised by \_\_\_\_\_ Date \_\_\_\_\_

FGB is a trademark owned by National Bank of Abu Dhabi PJSC

FGB هي علامة تجارية مملوكة لبنك أبوظبي الوطني (شركة مساهمة عامة)

Specimen Signatures Card

نموذج التوقيع

Account Title \_\_\_\_\_


AVC No. 

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Signature requirements ☐ Singly ☐ Jointly ☐ Power of Attorney ☐ Others \_\_\_\_\_

1 

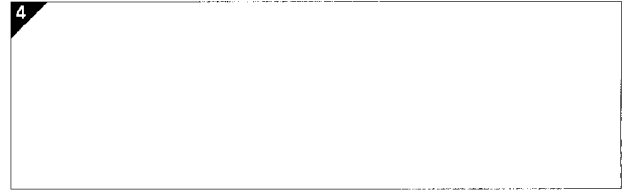
Customer Name

2 

Customer Name

3 

Customer Name

4 

Customer Name

Scanned by \_\_\_\_\_

Date \_\_\_\_\_

Approved by \_\_\_\_\_

Image No. \_\_\_\_\_

Signature requirements

\_\_\_\_\_  
\_\_\_\_\_

Updated by \_\_\_\_\_ Authorised by \_\_\_\_\_ Date \_\_\_\_\_

Deleted by \_\_\_\_\_ Authorised by \_\_\_\_\_ Date \_\_\_\_\_

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Specimen Signatures Card

**OECD CRS and U.S. FATCA Self-Certification Form for Entities**



**If you are not an entity, then you should not use this form and instead use the self-certification form for individuals.**

**Why am I completing this form?**

We are required by the OECD Common Reporting Standard ("CRS") regulations to collect and report certain information about an Account Holder's tax residence. Each jurisdiction has its own rules for defining tax residence.

For the purposes of the U.S. Foreign Account Tax Compliance Act ("FATCA"), we are required to determine whether our Account Holders are U.S. Persons.

For more information on tax residence, please consult your tax advisor. Our staff are unable to assist in the completion of this form. Please refer to the definitions in Appendix B.

If the Account Holder's tax residence is located outside the country where the financial account is held, we may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to the national tax authorities or regulators or the Internal Revenue Service ("IRS") and they may further exchange this information with competent authorities and/or regulators of other jurisdiction(s) or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

**Does this form expire?**

This form will remain valid unless there is a change in circumstances relating to the Account Holder's tax status or other mandatory fields included on this form. You must notify us of a change in circumstances, within a maximum period of 30 days from the date of such change, that makes the information in this self-certification incorrect or incomplete and provide an updated self-certification form.

We may request that you submit additional documentation that supports the OECD CRS and U.S. FATCA declarations made in this self-certification form.

**We therefore request you to complete the relevant parts, where applicable, and sign this form below in PART 6.**

OECD CRS and U.S. FATCA Self-Certification Form for Entities



PART 1: Identification of Account Holder (in BLOCK CAPITALS)

Full legal name of entity/branch: ACA CAPITAL GROUP LIMITED

Place of Incorporation/  
organization, including Country: HONG KONG

Current Residence Address 1605-6, 16/F, HUA QIN INTERNATIONAL BLDG.  
(Building/Apartment Name,  
Number & Street) 340 QUEEN'S ROAD, CENTRAL,

Town/City: HONG KONG

Country: HONG KONG

Postal/ Zip Code:

Mailing Address (Please complete only if different from residence Address)

House/Apartment Name,  
Number & Street

Town/City:

Country:

Postal/ Zip Code:

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 2: CRS Classification (in BLOCK CAPITALS)

- ☐ a) Financial Institution - Investment Entity
- ☐ An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution (Note: if you have ticked this box, please also complete PART 5 and Appendix A)
- ☐ Other Investment Entity
- ☐ b) Financial Institution - Depository Institution, Custodial Institution or Specified Insurance Company
- ☐ c) Active NFE - a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation

If you have ticked (c), please provide the name of the established securities market on which the corporation is regularly traded:

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation that the Entity in (c) is a Related Entity of:

- ☐ d) Active NFE - a Government Entity or Central Bank
- ☐ e) Active NFE - an International Organization
- ☐ f) Active NFE - any other type of Active NFE, other than those listed in (c)-(e) (for example, a start-up NFE or a non-profit NFE)
- ☒ g) Passive NFE (Note: if you have ticked this box, please also complete PART 5 and Appendix A).

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 3: Jurisdiction of Residency for Tax Purposes (CRS) (in BLOCK CAPITALS)

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each country/Reportable Jurisdiction indicated.

If the Account Holder is tax resident in more than three countries/jurisdictions, please use a separate sheet.

If a TIN is unavailable please provide the appropriate reason A, B or C:

- ⇒ Reason A - The country where the Account Holder is liable to pay tax does not issue TINs to its residents.
- ⇒ Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason).
- ⇒ Reason C - No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

No.	Country/Jurisdiction of tax residence (no abbreviations)	TIN (Taxpayer Identification Number, e.g. Social Security Number)	If no TIN is available, please enter Reason A, B or C
1	HONG KONG	20/642 66911	
2			
3			
4			

Please explain in the following boxes why the Account Holder is unable to obtain a TIN if you selected Reason B above.

1.	
2.	
3.	
4.	



For this Part, please refer to the table and relevant section below:

EDU/GLC/Dec2017

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 4.2: FOREIGN FINANCIAL INSTITUTIONS

Please complete one of the following sections (either A or B):

## Section A - Foreign Financial Institutions with GIINs

☐ If you have a Global Intermediary Identification Number (GIIN) and are not a Direct Reporting NFFE, please provide your GIIN:

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If you have provided a GIIN above, confirm the type of Foreign Financial Institution below:

- ☐ Participating FFI;  
☐ Reporting Model 1 FFI;  
☐ Reporting Model 2 FFI; or  
☐ Registered Deemed Compliant FFI (other than a reporting Model 1 FFI, Sponsored FFI, Nonreporting IGA FFI)  
☐ Sponsored FFI, please provide:

1. the name of your Sponsor: \_\_\_\_\_; and
2. the GIIN of your Sponsor:

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## Section B - Foreign Financial Institutions without GIINs

If you do not have a GIIN, please tick one of the following as appropriate:

☐ Certified Deemed Compliant Foreign Financial Institution  
 Please state the applicable category: \_\_\_\_\_

☐ Nonreporting IGA FFI  
 Please state the applicable category: \_\_\_\_\_

If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor:

1. the name of your Trustee/Sponsor: \_\_\_\_\_; and
2. the GIIN of your Trustee/Sponsor:

								-									-			-				
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☐ Nonparticipating Foreign Financial Institution (including a Limited FFI or an FFI related to a Reporting IGA FFI other than a Deemed-Compliant FFI, Participating FFI or Exempt Beneficial Owner)

☐ Exempt Beneficial Owner  
 Please select one of the following:

- ☐ A foreign government, government of a U.S. possession, or non-U.S. central bank of issue  
☐ An international organization  
☐ An exempt retirement plan  
☐ An investment entity wholly owned by Exempt Beneficial Owners

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 4.3: NON-FINANCIAL FOREIGN ENTITIES (NFFEs)

## Section A - ACTIVE NFFE (please complete Section B if you are a Passive NFFE)

Please choose ONE of the following:

- ☐ Trading entity (entity engaged in a trade or business where less than 50% of the NFFE's gross income in the preceding calendar year is derived from passive income (e.g. interest income, dividend income, rental income and income from other financial investments) AND less than 50% of the assets held by the NFFE in the preceding calendar year are assets that produce or are held for the production of passive income).
- ☐ Publicly traded corporation (a corporation the stock of which is regularly traded on one or more established securities markets) - If so, please specify the name of the stock exchange \_\_\_\_\_
- ☐ NFFE affiliate (broadly a greater than 50% relationship) of a publicly traded corporation - If so, please specify:  
1. the name of the publicly traded corporation: \_\_\_\_\_; and  
2. the name of the stock exchange on which the publicly traded corporation is listed: \_\_\_\_\_
- ☐ Non-financial start-up company (any entity organized less than 24 months prior to the date of the classification - excludes financial institutions). Date of organization: \_\_\_\_\_
- ☐ An entity that is liquidating or reorganizing (an entity which has not been a financial institution in the last five years and is in the process of liquidating its assets or reorganizing with the intent to continue or recommence operations in a business other than that of a financial institution).
- ☐ An "excepted" NFFE as described in relevant U.S. Treasury Regulations  
Please state the applicable category: \_\_\_\_\_
- ☐ A non-profit organization (e.g. an entity exclusively established for religious, charitable, scientific, artistic, cultural, athletic or educational purposes or a professional organization, business league, chamber of commerce).
- ☐ Territory NFFE (an entity registered, created or incorporated in a U.S. territory: American Samoa, Guam, the Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands and all the owners of the Territory NFFE are bona fide residents of that U.S. Territory).
- ☐ Non-U.S. government (including a political sub-division of such government, a public body performing a function of such government or a political sub-division thereof, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue or an entity wholly-owned by at least one of the foregoing).
- ☐ A holding and/or financing company (substantially all activities of the company consist of holding the outstanding shares of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than that of a financial institution. Such holding and/or financing company does not qualify if it is an investment fund such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose it is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes).
- ☐ A financing and hedging company (being a company primarily engaged in financing and hedging transactions with or for Related Entities (as defined for FATCA) that are not financial institutions. Note: a financing and hedging company that (i) provides such services to any entity that is not a Related Entity or (ii) belongs to a group primarily engaged in a business other than that of a financial institution, does not qualify).

## Section B - PASSIVE NFFEs

- ☐ Passive NFFE which is neither a Direct Reporting NFFE nor a Sponsored Direct Reporting NFFE

Please complete Part 5.

- ☐ Passive NFFE which is a Direct Reporting NFFE - If so, please provide your GIIN:

-         -   -

- ☐ Passive NFFE which is a Sponsored Direct Reporting NFFE - If so, please provide:

1. Your GIIN:         -         -   -

2. The name of your Sponsor: \_\_\_\_\_; and

3. The GIIN of your Sponsor:         -         -   -

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 5: CONTROLLING PERSONS

If you are a Passive NFE (under CRS) and/or Passive NFFE (under U.S. FATCA), please provide the following details for each Controlling Person.

If you are a Passive NFFE under U.S. FATCA only, please provide the following details for each Controlling Person that is a Specified U.S. Person.

1. Name	2. Address	3. Country (as of reporting date)	4. % Ownership	5. Identification Number
JE KIN MING	18/F, BLK 16, 80 SHUNG SHING ST, HONG KONG	HONG KONG	100%	75775990

For Passive NFE (under CRS), please complete Appendix A for each Controlling Person listed above.

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 6: Declaration and Signature (in BLOCK CAPITALS)

We hereby certify that the information we have provided in this form is true, correct and complete in all respects. We confirm that we have provided the information in this document willingly without advice or help from the Bank.

We understand that providing false information, withholding relevant information or responding in a misleading way, may result in rejection of our application or other appropriate action taken against us. We further certify that, if any information provided on this form changes, we will inform you within 30 days of such a change.

We hereby consent to the Bank using, processing, reporting and transferring information about us (including our direct and indirect owners, trustees or beneficiaries), our relationship with the Bank (including information about our accounts and other banking products related to the accounts) and our financial affairs to any governmental authority (e.g. tax authorities, ministries, central banks, regulators) or third party as may be required by, or in connection with, any law, regulation or agreement with any governmental authority in the country where the Bank maintains our accounts (which may then pass that information to the tax authorities in another country) or in other countries (such as the United States) as may be required by the foregoing.

Name of Entity: ACA CAPITAL GROUP LTD.

Signature: *William King*

Name: KIN MING JE

Capacity: \_\_\_\_\_

Date: 7 Oct, 2019

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** If you are not authorised to sign for the Account Holder, please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a copy of the power of attorney.

Capacity: \_\_\_\_\_



## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## Appendix A - OECD CRS Self-Certification Form for Controlling Persons

**Why am I completing this form?**

We are required by the OECD Common Reporting Standard ("CRS") regulations to collect and report certain information about an Account Holder's Controlling Persons tax residence. Each jurisdiction has its own rules for defining tax residence.

For more information on tax residence, please consult your tax advisor. Our staff are unable to assist in the completion of this form. Please refer to the definitions in Appendix B.

If the Controlling Person's tax residence is located outside the country where the financial account is held, we may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to the national tax authorities or regulators or the Internal Revenue Service ("IRS") and they may further exchange this information with competent authorities and/or regulators of other jurisdiction(s) or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

**Does this form expire?**

This form will remain valid unless there is a change in circumstances relating to the Controlling Person's tax status or other mandatory fields included on this form. You must notify us of a change in circumstances, within a maximum period of 30 days from the date of such change, that makes the information in this self-certification incorrect or incomplete and provide an updated self-certification form.

We may request that you submit additional documentation that supports the OECD CRS declarations made in this self-certification form.

***We therefore request you to complete all Parts of this self-certification form, as they are all mandatory and sign this form below in PART 4.***

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## Appendix A - OECD CRS Self-Certification Form for Controlling Persons

**If you are not a Controlling Person then you should not use this form and instead use the self-certification form for entities.**

## Why am I completing this form?

We are required by the OECD Common Reporting Standard ("CRS") regulations to collect and report certain information about an Account Holder's Controlling Persons tax residence. Each jurisdiction has its own rules for defining tax residence.

For more information on tax residence, please consult your tax advisor. Our staff are unable to assist in the completion of this form. Please refer to the definitions in Appendix B.

If the Controlling Person's tax residence is located outside the country where the financial account is held, we may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to the national tax authorities or regulators or the Internal Revenue Service ("IRS") and they may further exchange this information with competent authorities and/or regulators of other jurisdiction(s) or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

## Does this form expire?

This form will remain valid unless there is a change in circumstances relating to the Controlling Person's tax status or other mandatory fields included on this form. You must notify us of a change in circumstances, within a maximum period of 30 days from the date of such change, that makes the information in this self-certification incorrect or incomplete and provide an updated self-certification form.

We may request that you submit additional documentation that supports the OECD CRS declarations made in this self-certification form.

**We therefore request you to complete all Parts of this self-certification form, as they are all mandatory and sign this form below in PART 4.**

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 1: Identification of Controlling Person (in BLOCK CAPITALS)

Title: ☒ Mr. ☐ Mrs. ☐ Ms. ☐ Miss

Family Name/ Surname:

JE

First Name:

KIN MING

Middle Name:

MING

Date of Birth:

AUGUST 24, 1967

Place of Birth:

P.R. CHINA.

## Current Residential Address

House/Apartment Number &amp; Street

18/F, BLOCK 16, 80 SHEUNG SHING ST.,

Town/City:

HO MAN TIN,

Country:

HONG KONG

Postal/ Zip Code:

-

Mailing Address (Please complete only if different from Residential Address)

House/Apartment Number &amp; Street

Town/City:

Country:

Postal/ Zip Code:



## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 2: Jurisdiction of Residency for Tax Purposes (CRS) (in BLOCK CAPITALS)

Please complete the following table indicating (i) where the Controlling Persons is tax resident and (ii) the Controlling Person's TIN for each country/Reportable Jurisdiction indicated.

If the Controlling Person is tax resident in more than three countries/jurisdictions, please use a separate sheet.

If a TIN is unavailable please provide the appropriate reason A, B or C:

- ⇒ Reason A - The country where the Controlling Person is liable to pay tax does not issue TINs to its residents.
- ⇒ Reason B - The Controlling Person is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason).
- ⇒ Reason C - No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

Table A

No	Country/Jurisdiction of tax residence (no abbreviations)	TIN (Taxpayer Identification Number e.g. Social Security Number)	If no TIN is available, please enter Reason A, B or C
1	HONG KONG	D5775990	
2			
3			

Please explain in the following boxes why the Controlling Person is unable to obtain a TIN if you selected Reason B above.

1.	
2.	
3.	

I declare I am **ONLY** a Tax Resident in the jurisdiction(s) listed above in Table A, even if the Bank has collected and holds addresses in other jurisdictions that are not listed above:

☒ Yes ☐ No

If you have ticked no, please provide a reason for this in the following box:

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## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 3: Type of Controlling Person

Please provide the Controlling Person's status by ticking the appropriate box.

a	Controlling Person of a legal person - control by ownership	<input type="checkbox"/>
b	Controlling Person of a legal person - control by other means	<input type="checkbox"/>
c	Controlling Person of a legal person - senior managing official	<input checked="" type="checkbox"/>
d	Controlling Person of a trust - settlor	<input type="checkbox"/>
e	Controlling Person of a trust - trustee	<input type="checkbox"/>
f	Controlling Person of a trust - protector	<input type="checkbox"/>
g	Controlling Person of a trust - beneficiary	<input type="checkbox"/>
h	Controlling Person of a trust - other	<input type="checkbox"/>
i	Controlling Person of a legal arrangement (non-trust) - settlor - equivalent	<input type="checkbox"/>
j	Controlling Person of a legal arrangement (non-trust) - trustee - equivalent	<input type="checkbox"/>
k	Controlling Person of a legal arrangement (non-trust) - protector - equivalent	<input type="checkbox"/>
l	Controlling Person of a legal arrangement (non-trust) - beneficiary - equivalent	<input type="checkbox"/>
m	Controlling Person of a legal arrangement (non-trust) - other - equivalent	<input type="checkbox"/>

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## PART 4: Declaration and Signature (in BLOCK CAPITALS)

I hereby certify that the information I have provided in this form is true, correct and complete in all respects. I confirm that I have provided the information in this document willingly without advice or help from the Bank.

I understand that providing false information, withholding relevant information or responding in a misleading way, may result in rejection of my application or other appropriate action taken against me. I further certify that, if any information provided on this form changes, I will inform you within 30 days of such a change.

I hereby consent to the Bank using, processing, reporting and transferring information about me, my relationship with the Bank (including information about my accounts and other banking products related to the accounts) and my financial affairs to any governmental authority (e.g. tax authorities, ministries, central banks, regulators) or third party as may be required by, or in connection with, any law, regulation or agreement with any governmental authority in the country where the Bank maintains my accounts (which may then pass that information to the tax authorities in another country) or in other countries (such as the United States) as may be required by the foregoing.

Print Name:

KIN MING JE

Signature:

Date:

7 Oct, 2019.

Note: If you are not the Controlling Person, please indicate the capacity in which you are signing the form. If signing under a power of attorney, please also attach a copy of the power of attorney.

Capacity:

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



## APPENDIX B: Definitions (CRS)

**Note:** These are selected summaries of defined terms provided to assist you with the completion of this form. Further details can be found within the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (the CRS), the associated Commentary to the CRS, and domestic guidance. This can be found at the OECD automatic exchange of information portal.

**"Account Holder"** is the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a Financial Account, the trust or estate is the Account Holder, rather than the trustee or the trust's owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a Financial Account, the partnership is the Account Holder, rather than the partners in the partnership. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account.

**"Active NFE"** An NFE is an Active NFE if it meets any of the criteria listed below. In summary, those criteria refer to:

- ⇒ active NFEs by reason of income and assets;
- ⇒ publicly traded NFEs;
- ⇒ governmental entities, international organizations, central banks, or their wholly owned entities;
- ⇒ holding NFEs that are members of a nonfinancial group;
- ⇒ start-up NFEs;
- ⇒ NFEs that are liquidating or emerging from bankruptcy;
- ⇒ treasury centers that are members of a nonfinancial group; or
- ⇒ non-profit NFEs.

**"Control"** over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest (typically on the basis of a certain percentage (e.g. 25%)) in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be the natural person(s) who exercises control of the Entity through other means. Where no natural person(s) is/are identified as exercising control of the Entity through ownership interests or through other means, then under the CRS the Controlling Person is deemed to be the natural person who hold the position of senior managing official.

**"Controlling Persons"** are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012) - additionally, refer to the definition of Control above.

**"Custodial Institution"** means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

**"Depository Institution"** means any Entity that accepts deposits in the ordinary course of a banking or similar business.

**"Entity"** means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation. This term covers any person other than an individual (i.e. a natural person).

**"Financial Institution"** means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please see the relevant domestic guidance and the CRS for further classification definitions that apply to Financial Institutions.

**"Investment Entity"** includes two types of Entities:

- (i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
  - Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - Individual and collective portfolio management; or
  - Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.
 Such activities or operations do not include rendering non-binding investment advice to a customer.

(ii) The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.

**"Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution"** means any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity and

## OECD CRS and U.S. FATCA Self-Certification Form for Entities



(ii) not a Participating Jurisdiction Financial Institution.

**"Investment Entity managed by another Financial Institution"** An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in clause (i) above in the definition of "Investment Entity". An Entity only manages another Entity if it has discretionary authority to manage the other Entity's assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.

**"NFE"** An "NFE" is any Entity that is not a Financial Institution under CRS.

**"Participating Jurisdiction"** means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard and that is identified in a published list.

**"Passive NFE"** means any: (i) NFE that is not an Active NFE; and (ii) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

**"Related Entity"** An Entity is a "Related Entity" of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

**"Reportable Jurisdiction"** is a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

**"Resident for tax purposes"** Each jurisdiction has its own rules for defining tax residence, and jurisdictions have provided information on how to determine whether an entity is tax resident in the jurisdiction on the OECD automatic exchange of information portal. Generally, an Entity will be resident for tax purposes in a jurisdiction if, under the laws of that jurisdiction (including tax conventions), it pays or should be paying tax therein by reason of his domicile, residence, place of management or incorporation, or any other criterion of a similar nature, and not only from sources in that jurisdiction. Dual resident Entities may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for determining their residence for tax purposes. An Entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated. For additional information on tax residence, please talk to your tax adviser or see the OECD automatic exchange of information portal.

**"Specified Insurance Company"** means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**"TIN"** (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction.

#### Appendix B - Definitions (U.S. FATCA)

**"Account Holder"** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term "Financial Institution" does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**"Controlling Persons"** are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Foreign Entity ("Passive NFFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

**"Entity"** means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation. This term covers any person other than an individual (i.e. a natural person).

**"Financial Institution"** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.

**"NFFE"** is any Non-U.S. Entity that is not a Financial Institution under U.S. FATCA, and any Non-U.S. Entity that meets the requirements to be a non-profit organization Active NFFE.

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"**Passive NFFE**" means any NFFE that is not (i) an Active NFFE, or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant U.S. treasury Regulations .

"**U.S. Person**" means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States.



To: National Bank of Abu Dhabi PJSC, United Arab Emirates  
 We request you to open a Corporate Account as specified below:

Branch PCG

#### Account Type

- ☐ Current  
☒ Call  
☐ Term Deposit

#### Currency

- ☒ UAE Dirhams  
☒ US Dollars  
☒ Other €

Account Title (as per Trade License): ACA Capital group limited

Type of Business : Trading Investment

#### Nature of Company

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Public Joint Stock Company                  |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Branch of Foreign Company                   |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Club/Society/Association                    |
| <input type="checkbox"/> Govt/Semi-Govt. Entity    | <input type="checkbox"/> Private Joint Stock Company                 |
|  | <input checked="" type="checkbox"/> Other <u>private limited co.</u> |

#### Local Address

P.O. Box. \_\_\_\_\_ Emirate \_\_\_\_\_ E-mail \_\_\_\_\_  
 Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Foreign Address (If any) 49/F, Bank of China Tower, 1 garden Road, Central, Hong Kong  
 City/Country Hong Kong P.O. Box \_\_\_\_\_  
 Tel. No. +852 21850555 Fax No. +852 2598 9288

#### References:

Name of other Related Account with National Bank of Abu Dhabi PJSC, \_\_\_\_\_  
 Account No. \_\_\_\_\_ Branch \_\_\_\_\_  
 Accounts with other banks  
 Bank Name \_\_\_\_\_ Branch \_\_\_\_\_ A/c No. \_\_\_\_\_  
 Bank Name \_\_\_\_\_ Branch \_\_\_\_\_ A/c No. \_\_\_\_\_

Introduced by \_\_\_\_\_

#### Term Deposit Instructions: (If applicable)

We hereby authorise you to open a term deposit account as specified below:

Amount \_\_\_\_\_ In words \_\_\_\_\_  
 Currency \_\_\_\_\_ Period \_\_\_\_\_

Instructions at Maturity

- ☐ Roll over the term deposit with accrued interest for a like period at the Bank's prevailing interest rate.  
☐ Roll over principal for a like period at the prevailing interest rate and accrued interest to be credited  
 to A/C No. \_\_\_\_\_  
☐ Principal plus accrued interest to be credited to A/C No. \_\_\_\_\_

FGB is a trademark owned by National Bank of Abu Dhabi PJSC



☐ Please issue a cheque book for our AED/\_\_\_\_\_ (other currency acceptable to the bank) Current Account

We hereby confirm Validity & Accuracy of attached documents:

☒ Passport copies of all Signatories

☒ Signature Cards

☐ Chamber of Commerce & Industry Certificate

☒ Commercial Registration Certificate

☐ Partnership Agreement

☒ Board Resolution

☒ Articles of Association

☒ Trade License

☐ Declaration Decision

☐ Amiri Decree

☐ Power of Attorney

☐ Other .....

## GENERAL CONDITIONS

### Introduction:

The following terms and conditions as amended from time to time shall govern the relationship between: National Bank of Abu Dhabi PJSC, U.A.E. (hereinafter called the "Bank") and an individual or legal entity (hereinafter called the "Customer") availing any services rendered by the Bank.

The Customer's signature/initials affixed herein below shall be the Customer's confirmation of his/her having read understood and accepted these terms and conditions.

### 1 Opening the Accounts

- 1.1 One or more accounts may be opened by the Customer. The specific terms, if any, relating to each of the accounts as determined by a separate agreement shall govern such account/s.
- 1.2 The Customer shall submit to the Bank the relevant forms and the documents relating to the opening of an account. Until receipt of the relevant documents, the Bank shall have the right to refuse or suspend undertaking a transaction and/or execution of instructions from the Customer.

### 2 Signature

- 2.1 The specimen signature of the account holder and that of any authorised agent/representative must be submitted to the Bank at the time of opening the account. Any changes thereto shall be notified to the Bank in writing without delay or by a registered letter and such changes shall be effective only when such notification has been received and acknowledged as accepted by the Bank.
- 2.2 The Customer shall certify in a manner acceptable to the Bank, the specimen signatures which are issued for operation of the accounts.
- 2.3 The Bank shall not be liable for any losses/damages suffered by the Customer as a result of forgery or fraud, unless it is proved that such losses/damages are the direct result of wilful misconduct or gross negligence of the Bank.

### 3 Legal Capacity

- 3.1 The Customer shall submit to the Bank documents evidencing the Customer's authorised representative's legal status/capacity.
- 3.2 The Customer must forthwith notify the Bank in writing of changes in the authorised representative's and its own legal status/capacity.
- 3.3 The Customer shall be solely responsible for any prejudice caused to themselves or to third parties by the submission of inaccurate information or documents, or its failure to promptly notify the Bank of any changes thereto.

### 4 Communications

- 4.1 Any notice, demand or other communication by or from the Bank shall be deemed to be validly given when they are dispatched in the Customer's address, telex or facsimile number stated in the account opening form of the Customer or as notified by the Customer from time to time in writing to the Bank.
- 4.2 Dispatch of correspondence to the Customer's address of any notice, demand, document, cash or securities shall be at the Customer's risk and cost.
- 4.3 The delivery to or acceptance at the Customer's address of any notice, demand, document, cash or securities shall be at the Customer's risk and cost.
- 4.4 Any notice, instruction or other communication by the Customer to the Bank shall be given in writing and shall be deemed validly given or served only when received by the concerned competent officer of the Bank.
- 4.5 The Bank may at its discretion refuse to accept any instruction received verbally by phone or by telex unless and until confirmed by a written instruction bearing the Customer's authorised signature. The Bank's records shall be sufficient proof that the instructions given other than in writing have been carried out as ordered.
- 4.6 Any damages resulting from the use of mail, telegraph, telephone, telex or comparable mode of communication especially arising out of delay, misunderstanding or mutilation shall be borne by the Customer, unless it is proved that such damages are due to the wilful default or gross negligence of the Bank.
- 4.7 Any claim by a Customer regarding the execution or non-execution of an instruction or any difference on a statement or any other communication relating thereto must be immediately notified on receipt of the advice or at the latest within the time stipulated by the Bank. Unless the Customer takes the above action, the execution or non-execution as well as statements and correspondence shall be deemed to be in order and approved by the Customer.

### 5 Indivisibility of Accounts/Set off

- 5.1 All accounts held by the Customer, whether in one currency or in different currencies or whether of same or different type, may at the discretion of the Bank be treated as elements of a single and indivisible account.
- 5.2 The Bank may, at any time, and without notice to the Customer, combine or consolidate all or any of the accounts of the Customer.
- 5.3 The Bank shall have the right, at any time, to combine all or any of the accounts in its books in the name of the Borrower and/or any Related Entity, at whatever of its branches such account is located and at whatever time these balances are credited (whether at the time of executing the Facility Documents or otherwise) and in whatever currency such account is denominated. The Bank may, at any time, without prior notice to the Borrower or any Related Entity, to set off any of these credit balances against all or any part of the Borrower's indebtedness. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. A Related Entity is an entity which is a member of the Borrower's group as per the guidelines of the Central Bank of the UAE issued from time to time. The Signatory (ies) of this Agreement confirm that they have all necessary powers to execute it and bind the Related Entity by all its terms and conditions and that no approval from the shareholders of the Related Entity is to be sought in accordance with their respective articles of association. The Signatory (ies) further undertake to provide the necessary PoAs, authorisations or resolutions authorising them to execute this Agreement without delay.
- 5.4 All securities, bills, deposits, bank notes, gold, shares or other properties/documents of whatsoever nature, which are held in the name of the Customer by the Bank in any of its branches, or which come into the possession of the Bank, shall be so held as security against the Customer's indebtedness.
- 5.5 The Bank shall be entitled to consider as inter-related all transactions which a Customer undertakes with the Bank, irrespective of the fact that such transaction may be undertaken through different accounts of the Customer. The Bank shall therefore be entitled to totally refrain from rendering any services, if the Customer does not fulfill any one of his obligations toward the Bank relating to any account.

### 6 Instruments for Collection

- 6.1 In receiving cheques or other instruments for collection, the Bank acts merely as the Customer's collecting agent and assumes no responsibility for the realisation of such cheques or instruments. In the event of non-acceptance/non-settlement of any instrument by the drawer upon presentation, the Bank shall be under no obligation to notify/issue a protest to the drawer, but shall only notify the Customer of such non-acceptance/non-settlement of the instrument.
- 6.2 If the payment of the amount of any cheque/document is not received by the Bank for any reason whatsoever, such amount if previously credited may at the discretion of the Bank (and without prejudice to any other rights of the Bank under the law) be debited to the Customer's account and the Customer shall promptly repay such amount within three days of receiving Bank's demand.
- 6.3 All cheques/documents deposited for collection are accepted by the Bank on the condition/understanding that the Customer assumes full responsibility for the genuineness, validity and correctness of endorsements and signature appearing thereon. The Bank's services as collection agent is rendered at the risk of the Customer and the Bank shall not be responsible for the delay and/or loss in transit of the cheques/other documents nor for any act, omission, neglect, default, failure or insolvency of any correspondent bank, agent or sub-agent.

### 7 Death/Loss of Legal Capacity

- 7.1 Upon being notified of the death or incapacity of the Customer, the Bank shall immediately stop the operation of all accounts in the name of the Customer either singly or jointly with another account holder, from the date of notification until appointment of a successor.
- 7.2 The Bank may at its absolute discretion furnish information on the deceased's account to any person claiming to be a heir or legatee of the deceased if the Bank is reasonably satisfied of the applicant's claim in the respect.

### 8 Statements

- 8.1 The Bank shall provide Statement of Account to the Customer at such intervals as may be mutually agreed.
- 8.2 Any certificate of determination of the Bank and any Statement of Accounts maintained by the Bank as to the status of the Customer's accounts shall, in the absence of manifest error be conclusive and binding on the Customer.
- 8.3 Should there be any disagreement/discrepancy on any matter stated in the statement of account the same must be notified to the Bank by the Customer within fourteen (14) days of receipt of the statement of account, failing which the statement of account should be deemed to be correct and accepted by the Customer.



- 8.4 The Bank shall be entitled to rectify any error in the account occurring by mistakes, without any reference to the Customer.
- 8.5 If the Customer does not receive the statement of account and/or any other document issued by the Bank periodically, relating to the account within the normal dates of delivery by post, the Customer must notify the Bank immediately. The Bank shall not be liable for non-receipt or late receipt of the documents by the Customer.
- 9 Cheques**
- 9.1 Issuance of the cheque books shall be at the sole discretion of and subject to the terms determined by the Bank.
- 9.2 The Customer shall draw a cheque only if sufficient funds are available in the concerned account.
- 9.3 The Bank shall be entitled to impose charges on cheques, which are returned unpaid.
- 9.4 The Customer must ensure proper custody of the cheque books and the customer shall not draw cheques in a manner, which may permit alteration, fraud or forgery not easily detectable by normal inspection. If a chequebook or a cheque leaf is lost, the customer must take the legal action and advise the Bank immediately.
- 9.5 The Bank may accept stop payment instructions for a cheque only in cases where the cheque(s) has/have been stolen or lost and of which evidence is provided by the Customer. The Bank reserves the right to block the amount of the lost or stolen cheque in the Customer's account or a separate account, until the disputes, if any, between the Customer and the bearer of the cheque have been settled. The Customer undertakes to indemnify the Bank with respect of any claim made against the Bank as result of its accepting the stop payment instructions.
- 9.6 The Bank reserves the right to refuse to honor any cheques, which do not meet the requirements of applicable laws and regulations.
- 9.7 In the event of an account being closed, the customer must immediately return to the Bank all unused cheques. The Customer shall be liable for any damages resulting cheque books issued to the Customer and/or close the account(s) by serving a written notification on the Customer.
- 9.8 If the operation of the account is found by the Bank to be unsatisfactory for any reason whatsoever, the Bank shall have the absolute right to immediately withdraw the cheque books issued to the customer and/or close the account(s) by serving a written notification to the Customer.
- 10 Account/Credit Facility**
- 10.1 Credit balances in current account shall not bear any interest for the Customer.
- 10.2 The Customer shall not overdraw and account without the Bank's prior written consent. The Bank may at its absolute discretion permit/allow the Customer to overdraw the account subject to such terms as determined by the Bank.
- 10.3 In saving accounts, interest will be credited half-yearly at the rate determined by the Bank calculated on lowest monthly credit balance unless account holder had advised they do not wish to earn interest.
- 10.4 In call accounts, interests will be credited monthly at the rate determined by the Bank calculated on daily credit balances in the account unless account holder had advised they do not wish to earn interest.
- 10.5 The Bank shall be entitled to charge interest on the amount overdrawn at such rates as the Bank shall from time to time determine. Any payment by the Customer in the account shall be applied by the Bank first in settlement of interest charged on the overdraft and thereafter towards settlement of the principal amount of the overdraft.
- 10.6 The Customer shall verify and ensure that any documents/instructions issued by the Customer do not result in the account becoming overdrawn. The Bank may without enquiry honor any cheques, bills or other orders for the payment of money and may debit the amount paid as result thereof to the Customer's account, whether the account is in credit or overdrawn as a result. However, the Bank shall have the right to refuse to honour any payment in the event of the account becoming or likely to become overdrawn.
- 11 Term Deposit**
- 11.1 The Duration/Term of the term deposit, rate of interest and other conditions shall be agreed between the Bank and the Customer from time to time.
- 11.2 Interest on term deposit shall be paid on maturity.
- 11.3 The Customer shall not be entitled to withdraw all or part of the term deposit of the interest accruing there on prior to the expiry/maturity of the deposit term. However, the bank may at its absolute discretion permit withdrawals of the deposit prior to the maturity date, subject to such conditions as determined by the Bank.
- 11.4 The Customer shall notify the Bank not later than three business days prior to the maturity date of the term deposit, of its instruction for renewal or non-renewal, failing which the term deposit along with the interest accrued there on shall automatically be renewed for similar period.
- 11.5 Reduced interest rates will be charged for breaking deposits over 7 days but before maturity. No interest will be paid for deposits less than 7 days.
- 12 Joint Account**
- 12.1 A joint account may be opened in the name of two or more individuals, equally among them, unless otherwise agreed.
- 12.2 Opening and operation of the joint account shall require the signature of all parties unless otherwise agreed between the account holders by a document in writing, duly attested by a competent authority.
- 12.3 If the attachment is levied on the balance of the one of the joint account holders, the attachment shall apply to the execution debtor's (who is one of the joint account holders) share of the account balance. Upon receipt of notification of the attachment order, the Bank shall block an amount exceeding the execution debtor's share in the joint account, and notify all the joint account holders of the attachment levied.
- 12.4 The account holders shall be jointly and severally liable to the Bank for repayment and satisfaction of all dues, obligations and liabilities owing or incurred under the joint account.
- 12.5 The Bank shall be entitled to apply any credit balance on the joint account in satisfaction of any monies, obligations and liabilities at any time due, owing from or by all or any of the joint account holders to the Bank, whether joint or several, due or to become due to the Bank.
- 12.6 In the event of the death or loss of legal capacity of any of the joint account holders, the other account holders shall inform the Bank within a period not exceeding 10 days from the date of death or loss of capacity and the Bank shall stop drawings from the joint account from the date of receipt of such notification until appointment of a successor.
- 13 Foreign Currency**
- 13.1 The Bank may at its absolute discretion and subject to the Bank's then prevailing terms, allow the Customer to maintain an account with the Bank denominated in any currency other than U.A.E. Dirhams.
- 13.2 The maintaining of accounts in foreign currency shall be at the entire risk of the Customer including risks arising from any restriction imposed by any governmental or regulatory authority, exchange control or currency fluctuations.
- 13.3 The Bank shall be at liberty to accept or refuse to effect any payment in any foreign currency.
- 13.4 Foreign currency exchange rate shall be the Bank's exchange rate prevailing at the relevant time.
- 13.5 The Bank may at its absolute discretion close the account(s) of the Customer maintained in any foreign currency and serve a written notification to this effect on the Customer. The Bank's exchange rate as on the date of closure of the account shall be applicable for conversion/exchange of any currency.
- 13.6 The Bank shall be at liberty to accept to reject any remittances effected by the Customer or any third parties to the account(s) of the Customer, at the Bank's absolute discretion, without assigning any reason whatsoever.
- 14 Standing Orders**
- 14.1 An account holder may issue to the Bank standing orders to effect periodic payments.
- 14.2 The Bank shall be at liberty to accept or reject and also to terminate the standing orders at any time, if deemed necessary.
- 14.3 The Customer may cancel a standing order provided a notification to this effect is delivered to the Bank at least five (5) banking days prior on which the next payment is due.
- 15 Minimum Balance**
- 15.1 The Bank shall have the right to insist on the Customer maintaining a minimum balance in each type of account as may be determined by the Bank from time to time.
- 15.2 The Bank may impose special charges if the Customer does not meet such minimum balance requirement.
- 16 Disclosure**
- The Bank may disclose to the competent authorities in U.A.E. such information both verbally and/or in writing on the accounts of the Customer as and when required without any notice or reference to the Customer.
- 17 Records**
- The Bank shall be under no obligation to maintain its commercial books, documents, correspondence or other records pertaining to the account of the Customer for a period of more than five years immediately commencing from the date of the relevant transaction.
- 18 Liability**
- 18.1 Neither the Bank nor any director, officer, employee, attorney or agent of the Bank shall be liable to the Customer for any action or omission by it or them under or in connection with the accounts, unless such action or omission is proved to be in the nature of gross negligence or willful misconduct of the Bank.
- 18.2 The Bank shall not be responsible for any liability, loss or damage which may be caused to the Customer while acting in good faith in compliance with the applicable laws, regulations, or the International Banking Practice.
- 18.3 The Bank shall not be liable for the consequences of any partial or total disruption to its services caused by any Force Majeure event such as (including but not limited to) war, riots, fire, strikes, or the acts of third parties over which the Bank has no control.
- 18.4 The liabilities of the Bank in respect of the Customer's account/s shall be limited exclusively to the branch in the U.A.E. at which the accounts have been opened and instructions in respect of such account/s may only be made to and acted upon by the said branch in U.A.E. Any amount standing to the credit of any such account/s shall be payable only by the said branch in U.A.E.
- 18.5 The Bank utilising the services of another bank or banks, for the purpose of carrying out or giving effect to any instructions of the Customer, does so for the account and at the risk of the Customer. The Bank assumes no responsibility or liability should the instruction it transmits not be carried out for any reasons whatsoever, even the Bank has itself chosen the other bank(s).
- 19 Costs**
- The Bank may from time to time debit the account of the Customer with the Bank's normal costs and charges incurred in rendering the banking services and facilities to the Customer. Such costs and charges shall be imposed in accordance with the Bank's normal practices including but not limited to postal, telephone, telegram, telex, and forwarding action charges, costs arising as a result of any legal proceedings initiated against the Customer relating to his accounts/securities, notarisation fees or registration fees payable relating to any transaction of the Customer with the bank, etc.

**20 Interest Rate, Commission & Charges**

The Bank reserves the right to change the interest rates, commissions and charges according to the market conditions and shall notify the Customer of such changes. The Customer shall be bound to pay interest commission and other changes at such modified rates as may be notified by the Bank from time to time.

**21 Variation to these Terms and Conditions**

The Bank may at any time vary, amend or supplement these terms and conditions in a manner as may be deemed appropriate by the Bank and all such variations, amendments, or supplements shall be binding on the Customer upon being notified in writing, setting out the details thereof.

**22 Termination**

- 22.1 The Bank may at its absolute discretion close the accounts at any time and serve a notification to this effect on the Customer.  
 22.2 Upon termination, any debit balance and other commitments/obligations of the Customer shall immediately become due and payable, without formal notice.  
 22.3 All costs, charges and expenses incurred by the Bank in recovering its dues and enforcement of its rights shall be charged to the Customer.

**23 Information/Disclosure**

The Bank shall have the right to seek information about the Customer from other banks with such information about the Customer, as is customary in normal banking practice, in order to ascertain the creditworthiness of the Customer.

**24 Law and Jurisdiction**

- 24.1 The General Conditions shall be governed by the laws and regulations in force in the United Arab Emirates.  
 24.2 Any action or proceedings arising out of or in connection with the account of the Customer, when initiated by the Customer against the Bank shall be heard and determined by the Courts in the concerned Emirate in the U.A.E. where the Bank is situated and the jurisdiction of any other court shall be specifically ousted.

**Instructions to Operate the Account**

☒ Singly ☐ Jointly ☐ Others

**Signatories authorised to open this account confirm having read and understood the above General Conditions governing the accounts, and agree to be legally bound by the same.**

1) Signature

Name

*William*  
*JE Kim*

*Signature*  
*Name*

3) Signature

Name

Date

4) Signature

Name

**For Bank Use Only**

A/C No

7771-201996-490015/026/037

☐ Cheque Book Requested

Date Account opened

10/9/2017

Account opened by

Referred by

*[Signature]*

H-E. Khaldoun AL Muharik FAB Board Member

**For Term Deposit**

Rate

Value Date

**General Instructions (if any)**

Approved by Bank Official Name

Signature